

**RECORDATION REQUESTED BY:**

Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632

**WHEN RECORDED MAIL TO:**

Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39205

**SEND TAX NOTICES TO:**

Daniel L. Murphy and Joe Frank Lauderdale, 231 W Center Street, Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:  
Evans Wells, Assistant Vice President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 429-9144

INDEXING INSTRUCTIONS: Lots 96, 97 and 101, SE 1/4, Section 13, T3S, R8W, City of Hernando, DeSoto County, MS.

**MODIFICATION OF DEED OF TRUST**



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**THIS MODIFICATION OF DEED OF TRUST** dated December 19, 2009, is made and executed between Daniel L. Murphy and Joe Frank Lauderdale ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 23, 2004 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded August 2, 2004 in the Office of the Chancery Clerk in Book 2041 at Page 0067 and subsequently renewed and extended by Modification of Deed of Trust dated July 25, 2007, recorded November 16, 2007 in said records in Book 2,819 at Page 242.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 231 W. Center Street, Hernando, MS 38632.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date of the Note and the above described Deed of Trust shall be extended to December 18, 2010.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 19, 2009.**

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# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 27112358-28583

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## GRANTOR:

X *Daniel L. Murphy*  
Daniel L. Murphy

X *Joe Frank Lauderdale*  
Joe Frank Lauderdale

## LENDER:

TRUSTMARK NATIONAL BANK

X *Evans Wells*  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

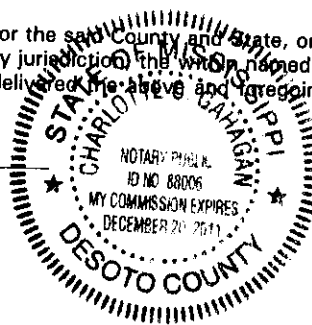
STATE OF Mississippi

COUNTY OF Desoto

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Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of Jan, 2010, within my jurisdiction, the within named Daniel L. Murphy and Joe Frank Lauderdale, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

*Charlotte C. Gahagan*  
NOTARY PUBLIC  
My Commission Expires:  
12-20-2011



## LENDER ACKNOWLEDGMENT

STATE OF Mississippi

COUNTY OF Desoto

)  
) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of Jan, 2010, within my jurisdiction, the within named Evans Wells, who acknowledged that (he)(she) is AVP of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

*Charlotte C. Gahagan*  
NOTARY PUBLIC  
My Commission Expires:  
12-20-2011



## EXHIBIT 'A'

## DESCRIPTION OF LAND:

**DESCRIPTION OF THE TRUSTMARK OPERATIONS CENTER LOT CONTAINING 10,930 SQUARE FEET LOCATED IN PART OF TOWN OF HERNANDO LOTS 96, 97 AND 101 IN THE SOUTHEAST QUARTER OF SECTION 13; TOWNSHIP 3 SOUTH; RANGE 8 WEST; CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.**

Beginning at the north west corner of the Town of Hernando lot 94 as shown on the Town of Hernando lot map as part of the southeast quarter of Section 13; Township 3 South; Range 8 West: thence east 99.66 feet along the south right of way of Commerce Street (40 feet wide) to the point of beginning of the following lot: thence south 74.22 feet; along the east line of a parking lot parcel being retained by Trustmark Bank, with an angle of 91 degrees 24' to the right to a point; thence south 72.06 feet with an angle to the right of 177 degrees 38' to a point in the north right of way of Lusher Street (50 feet wide); thence east 63.36 feet with an interior angle of 90 degrees 40' along the north right of way of said street to a point; thence north 72.5 feet with an interior angle of 90 degrees 41' to a point; thence east 20 feet with an angle of 90 degrees 23' to a point; thence north 74.22 feet with an interior angle of 90 degrees 23' along a line called the east line of the west one third of Town lot 97 to a point in the south right of way of Center Street; thence west 83.75 feet with an interior angle of 89 degrees 37' along said right of way to the point of beginning and containing 10,930 square feet more or less.

SIGNED FOR IDENTIFICATION PURPOSES THIS THE 19<sup>TH</sup> DAY OF DECEMBER, 2009.

  
DANIEL L. MURPHY

  
JOE FRANK LAUDERDALE